Sectt. II-27—30,006—26-11-31.

Revenue (1932) Department.

1115 SERIES.

G.O. No. 1046

1046

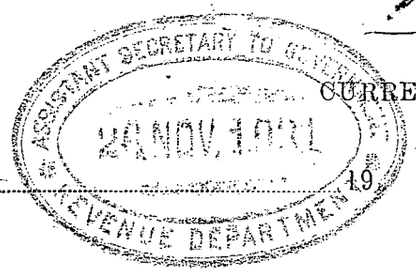
DATED 16-5-1932.

[Despatch Abstract.]

Assignment - Land Alienation)
Tribunal Taluk - Kumaun. Estate -
Civil Courts - Final order - Decree.

C.F. 31

Revenue **DEPARTMENT**



CURRENT No. ~~3972-E~~ 3320 F

Received ..... 19 *Registered* 26/11/31 19

E.3 Transfer to F

Subject. +3W 2674 26/11/31

Survey-(Coimbatore)- Kollegal taluk- Honnametti estate- Extent reported.

ENCLOSURES.
No.....
.....
Spare copies.....

Endorsement. No. B 6378/31

Station Madras, *Dated the* 23rd November 31 19

From A.R. MacEwen Esq., M.C., I.C.S.,
Secretary,

Land Revenue.

~~The~~ Board of Revenue, ~~Revenue~~ Settlement, ~~etc.~~
~~Separate Revenue.~~

A.R. Cox Esq., I.C.S.,
Commr. of Land Revenue.

~~Resolution~~
~~Reference.~~

Read the following:-

Letter from S.H. Slater Esq., C.M.G., C.I.E., I.C.S., Collector of Coimbatore, Refce. No. 10502/31, dated the 15th November 31:-

nc B.P.Mis. 2501, dated 8th August 1931.

The estate has been surveyed and the correct extent is acres 309-41 cents.

Endorsement.-

Submitted to Government with reference to para

para 2 of G.O.No.Ms. 1644 Revenue, dated 1st August 1931. p237(G)

for Secretary. 24-4-31

To the Secretary to Government, Revenue Department.

M.D. 24-11 24/11

3/

Rev. Deptt

O.M. No. 3320 F. 31. 1 d. 28.11.31

Assignment - Land - (Coimbatore) - Kollegal taluk - Idonmanatti estate - Mr R. Morris - Bd's Endt No. B. 6378-31 d. 23.11.31

The Board of Rev. is requested to report whether under condition 2 of the order of assignment, the assignee has paid the cost of surveying the land.

The Bd of Rev.

C.F. 31

Revenue - DEPARTMENT.

CURRENT No. 3546F

Received 15 DEC 1931 19 Registered 15.12.31 19

Subject.

Assignment - Land - (Coimbatore) - Kollegal taluk - Honnametti Estate - Survey - Charges - Date of credit - Reported -

***

ENCLOSURES.
No.
Spare copies

Endorsement No. B 6594/31,

Station Madras, Dated the 12th December 1931.

From A.R.MacEwen, Esquire, M.C., I.C.S.,

Secretary - Land Revenue. and

Board of Revenue, Settlement,

A.R.Cox Esquire, I.C.S., Commissioner of Land Revenue.

Reference.

Read the following papers:-

Memorandum from Government, Revenue Department, No. 3320 F/31.1, dated the 28th November 1931.

II

Letter from S.H.Slater Esquire, C.M.G., C.I.E., - I.C.S., Collector of Coimbatore, L.Dis.No.15043/31, dated the 9th December 1931.

Board's Reference No.B.6594/31, dated the 4th December 1931.

The amount of Rs.445/- being the cost of surveying the above estate was credited into the Sub Treasury, Kollegal on 13th November 1931.

- - - -

ENDORSEMENT.

ENDORSEMENT.

Submitted to Government with reference to their Memorandum read above.

for Secretary. 14/12/31

To the Secretary to Government, Revenue Department.

14/12 - - - -

c.n.n./14-12-1931.

Rev. Dept.

Ltr No 3320 F. 3 dd 4.2.32

33

To

The Colonial Secretary.
Colombo.

Sir

Assignment - Land - Plantation products - forms of order of assignment

I am directed to request that if there is no objection / copies of the usual forms of grants issued by the ceylon Govt to planters for the cultivation of plantation products may ~~kindly~~ be furnished to this Govt for refce

I have &c,

3232

3.2.32 4.2.32

(More than one Lessee.)

Govt. Agent C 27*b*
(1½T*) Blue & White 3/30

This Indenture, made on the dates specified on page 2, ... His Excellency

(hereinafter called "the Lessor", which expression shall include his successors in office for the time being), acting herein for and on behalf of His Majesty KING GEORGE THE FIFTH, his heirs and successors, of the one part, and

(hereinafter called "the Lessees", which expression shall include the said

jointly and each of them separately, their respective heirs, executors, administrators, and permitted assigns), of the other part:

WITNESSETH, that in consideration of the sum of Rupees

(Rs.

and of the rents hereinafter reserved and of the Covenants on the part of the Lessees hereinafter contained, the Lessor doth hereby demise unto the Lessees for the purpose of

cultivation only, and subject to such exceptions and reservations as are hereinafter contained, all allotment of Crown Land called

in the District of Province,

containing in extent

Acres Roods

and Perches (A. R. P.), and more particularly described

in the First Part of the Schedule hereto annexed, together with all ways, rights, easements, and appurtenances thereto belonging. Except and reserving to the Crown out of this demise all mines, plumbago, gold, silver, precious stones, iron, tin, lead, and all petroleum, rock oil, mineral oil, coal, shale, or other deposit or formation from which any such oil may be obtained (which said petroleum, rock oil, mineral oil, coal, shale, or other deposit or formation as aforesaid shall hereinafter in these Presents be deemed to be included and comprised in the term "minerals") and all other minerals or metals of whatsoever nature, or the ores thereof, in, under, or upon the said premises or any part thereof, together with all right to mine, search, and prospect for the same, and all other powers and privileges necessary or requisite for discovering or working such mines, or procuring, smelting, and carrying away such plumbago, gold, silver, precious stones, iron, tin, lead, and all other minerals or metals of whatsoever nature, or the ores thereof. And except and reserving further to the Crown out of this demise the right to quarry for and take and remove from the premises hereby demised, or any part thereof, all gravel and metal that the Crown may hereafter require for the purpose of metalling any public road, or in or for the construction of any public work, and so that the Lessees shall not be entitled to any compensation for loss sustained by means of the exercise of the right herein reserved; but provided that they shall be entitled to claim a reduction of the rent herein reserved in proportion to

the extent of land affected by the exercise of the said right. Provided always, and it is hereby expressly agreed and declared, that the Lessor, his agent, servants, and workmen, may at any time hereafter, upon giving to the Lessees one month's notice in writing of their intention so to do, enter upon the said demised premises or any part thereof, and execute and carry out any of the purposes or works contemplated by the reservations hereinbefore contained, and subject to the several exceptions and reservations. Provided further, and it is hereby expressly stipulated and agreed to by and between the parties, that should the land hereby demised be rendered irrigable by an irrigation work now constructed, in course of construction, or hereafter to be constructed, at the expense of the public revenue the Lessees and their aforewritten shall become liable to payment of such irrigation rate as may be lawfully imposed and as shall be variable by the Governor every five years.

TO HOLD the said premises unto the Lessees for the term mentioned in the Second Part of the said Schedule, yielding and paying the rent mentioned in the Third Part of the said Schedule. And the Lessees do hereby covenant with the Lessor as in the Fourth Part of the said Schedule is expressed. And it is also agreed and declared by and between the said parties hereto as in the Fifth Part of the said Schedule is expressed. And it is declared that the said Schedule shall be deemed part of these Presents and be read and construed accordingly. And the Lessees do hereby bind themselves to the Lessor jointly and severally in respect of the covenants and conditions contained in the Second, Third, Fourth, and Fifth Parts of the said Schedule, and to be by them performed, and do also hereby renounce the *beneficium divisionis* and the *beneficium novae constitutionis de duobus vel pluribus reis debendi*.

Signature of His Excellency the Governor.

I certify that the above signature, attached by means of a stamp under the provisions of Ordinance No. 12 of 1927, has been so

attached in my presence at

this day of

, One thousand

Nine hundred and Thirty

Private Secretary to the Governor.

By His Excellency's command,

Signatures of Lessees.

Witnesses to the signatures of the Lessees

at

this day of

, One thousand

Nine hundred and Thirty

(1)

(2)

Assistant Controller of Revenue.

I certify in accordance with the provisions of Section 3 of Ordinanc No. 12 of 1927 that the signature of the countersigning officer was attached by means of a stamp in my presence.

An Officer specially uthorized by the Assistant Controller of Revenue, as countersigning officer, for the purposes of the above-mentioned Section.

(8)

THE SCHEDULE ABOVE REFERRED TO.

PART I.—THE LAND DEMISED BY THIS LEASE.

All allotment of Crown land called

containing in extent

Acres Roods

and Perches (A. R.), and more particularly delineated and described in Lease Plan No. , dated the day of 193 , authenticated by , Surveyor-General.

PART II.—DURATION OF LEASE.

The Lessees shall hold the said Crown land for a term of years as and from the day of , 193 , subject to the determination of these Presents in manner hereinafter provided.

PART III.—RENT

Rent in manner following shall be payable in advance to the Government Agent of the Province, at the Kachcheri, on the day of in each and every year.

During the first period of thirty years the rent shall be Rupees

and cents

(Rs. c.) per annum at Rupees

and cents

(Rs. c.) per acre per annum. Provided, however, that during the first six years commencing from the day of 193 , only one-third of the said rental shall be payable as aforesaid, the full rent becoming due and payable only in respect of the seventh year ; that is to say, from the day of 19 , and subsequent years as hereinbefore provided. Thereafter the rent during each successive period of thirty years shall be such rental as the Government Agent of the

Province for the time being shall fix for each such period of thirty years, provided always that he shall not increase the rent payable during any period by more than fifty per centum of the rent paid during the preceding period of thirty years.

PART IV.—COVENANTS.

1. The Lessees and their aforewritten shall and will pay the said annual rents at the rates and dates as hereinbefore appointed, and shall also pay all rates, taxes, assessments and outgoings whatsoever now payable or which shall become payable in respect of the premises demised.

2. The Lessees and their aforewritten shall during each year of the first five years from the date of the commencement of the term of lease as specified in Part II above clear and plant and maintain in cultivation at least one-tenth of the said land with

but not with any other product, save with the written consent of the Government Agent of the Province for the time being in that behalf first had and obtained. During the next following five years the Lessees and their aforewritten shall clear and plant and maintain as aforesaid a further extent of at least one-fourth of the total area. The Lessees and their aforewritten, whenever they shall after the aforesaid periods clear any part of the premises, shall forthwith plant the same in manner aforesaid, and shall maintain the same in cultivation as aforesaid.

3. In the event of the Lessees and their aforewritten failing from any cause whatever to clear and plant the said land or any portion thereof within the periods and in the manner specified in the preceding clause, the Lessees and their aforewritten shall forthwith become liable to pay to the said Government Agent for so much of the area of the lease as is not actually cultivated double the rental per acre per annum normally payable between the seventh and thirtieth years of the first period of thirty years as provided for in Part III of this schedule.

4. In the event of the Lessees and their aforewritten failing to clear and bring into cultivation the land as provided in Clause 2 herein, it shall be optional for the Lessees and their aforewritten to resign, surrender and release the whole land instead of payment of double rent as stipulated and provided for in Clause 3 herein, and to apply for a new Lease for the portion brought under cultivation by them. The Lessor shall have the right to grant a new Lease for such portion or not as he shall think fit.

5. The Lessees and their aforewritten shall and will pay to the said Government Agent before the execution of these Presents the rent for the first year of the term hereof, and subsequent payments shall be made in manner provided in Part III of this schedule.

received 14/3

Rev. Dept.

Gr No 3320 F. 31.5 d 23.3.32

To

The Chief Secretary to the
Govt of Ceylon,
Colombo.

Sir,

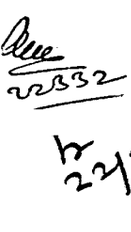
Assignment! Land - Plantation products - form of grant - your No A.32/32 d. 15.3.32

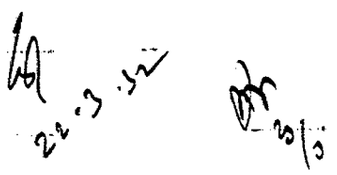
I am directed to acknowledge with thanks the receipt of your ~~above~~ letter.

2. This Govt have under consideration the amendment of the form ~~of~~ consuming the grant of land ~~to planters~~ ~~with a view~~ to ensure as far as possible the protection of water sources in or running through the land ~~as far as possible~~. I am to enquire whether, in connection with the revision of the form of lease forwarded with your letter, your Govt are considering any

for the same purpose
~~similar~~ amendment / & if so,
what form the amendment
is likely to take.

I have etc.





Vb

F3 Re 1316 F
29432

No.A.33/32

Chief Secretary's Office,
Colombo, 27 April, 1932.

Forms of Grants issued to Planters for the Cultivation of Plantation Products.

Sir

Mad-15 Sanks With reference to your letter No.3320.F.31-5 of the 23rd March, 1932, regarding the above noted subject, I have the honour to inform you that before land in Ceylon is alienated for planting, sufficient reservations are surveyed off to protect streams and the sources of water. This is not one of the matters in connection with which the amendment of the form of agricultural lease is under consideration.

2. I have also to state that before any land is put on the market it is now the usual practice to map out the available Crown land in the neighbourhood and roughly allocate it to the various uses to which it may be put. In the course of such mapping the protection of streams and the sources of water is given special attention.

I have the honour to be,
Sir,
Your obedient servant,

P. Molamure
for Chief Secretary

The Secretary to the Government of Madras,
Revenue Department.

17

Rev. Deptt.

Ltr No. 3320 f. 31. b d. 13-5-32

To

The Chief Secretary to the
Govt of ceylon.
Colombo.

Sir,

Assignment - Land. Plantation products - form of grant - your No. A. 33/32 d. 27.4.1932 p.l.b C.F.

I am directed to acknowledge with thanks the receipt of your letter read above.

I have &c.,

43

20.5.32
S.U.
11/5/32

13.5.

Issued
14.5.32

Rev. Dept

"Assignment - Land - Criminal - Kollegal Taluk - Estate - Mr. R.C. Morris - Final order - Issue.

[C/No. 3320 F. 31] Ppr-2 CF From the Board of Rev. (R&S) Endt. No. B. 6378-31 dt. 23.11.1931.

p 3 CF O.M. to Board No. 3320 F. 31/07 dt.

pp 4-5 CF From the Board of Rev. (R&S) Endt. No. B. 6594-31 dt. 12.12.31

To W.S.

Please see paragraph 2 of G.O.

p 23 of (G) No. 1644 Rev. dt. 1.8.31. The correct extent of

p 1 CF the land is reported to be acres 309-41. The cost of survey has also been collected from the assignee. Please see Board's Endt. at p 4 CF. A final order of assignment may now issue.

2. A draft order on the lines

pp 17-23 of (G) of the provisional order of assignment is submitted for approval. It may be sent to Rev. for perusal before issue.

The land has been held under a lease granted by the Forest Dept. & it is now converted into a ryotwari holding. In such cases no market-value is generally collected.

16.12.31

17.12.31

A. in pp 5-6 yrs to Gr. 12/Coll/13.6.28 (T)

19 2/1

Only an extent of 6 acres is not planted up (the same as "undeveloped" as per Rp. 1644 Rev Sy 1-8-31) (G)

No assessment for lands not planted up since the Collector is empowered specified in condition (3) of the draft proforma

1872.31 S.

How is no land revenue at all to be levied on the area not planted up?

21/12

To W.S.

Submitted re the extent of 6 acres not planted up appears to be a separate plot assigned to Mr Morris for the purposes of residential quarters. Please see the Collector's letter at pp 6 of G.O. No 1644 Rev. d 1-8-93. The Collector therefore proposed that the condition to levy assessment at the rate of 10 annas an acre on undeveloped lands might be omitted & the Board supported the Collector's proposal which was accepted by Govt. No assessment will therefore be levied on this extent of 6 acres.

22.12.31 S.

21/12

Dev.

i.e. how in this case he is liable to pay Rs. 3 an acre under clause 3.

(G) However if there is any doubt about the matter, we shall no doubt hear of it in due course. JR

pp 4 of (G)

A

UNDER SECRETARY DEVELOPMENT

29 I

Dev. 3018 I

4-1-32

Rev 33202 32

28/12

28/12

Dev. Dept

To A.S.

The draft order may be perused and the file returned to Rev.

RR
5.1.32

No. 29 T/32-1
7-1-32.
Rv 68F
7.1.32

Rev

To W.S. Rev. Dept

The draft order may now issue

8.1.32

7.1.32

7.1.32

C3 Sometime ago I think we ascertained that some condition was inserted in grants made by the Ceylon Govt. to planters so as to ensure protection of water supplies as far as possible. Can these papers be traced. If so the question of including a similar condition here should be examined.

Cur. 9.1.32.

11.1.32

Look into this
11.1.

21

To S:

Please see H.M. C3's notes at p 3 ante. No papers are traceable in this Deptt. P.W.R. & Dev. may be requested to state if they have got the papers referred to by H.M.

15.1.32 P.W.R.

Dev.

P.W.R. Deptt.

No such papers are traceable in this Deptt. The file may be passed on to Revt.

19/1/32 Mg 1.32 / 20/1/32 S 20/1/32

Dev.

Dev. Deptt.

To A.S.

No papers are traceable in this Deptt. The file may be returned to Rev.

26.1.32 S 26.1.32

Rev

25/1/32 20/1/32

246 TO
15 JAN 1932

12/1/32 12/1/32

12.1.32

Genl Wks 3320 of 31.2.5
15.1.32
20/1

Has A Section any inf^n? Answer quickly.
20/1.
Submitted pl
20/1

P.W.R. No. 246 D. 32-1
21.1.32
22 JAN 1932
SECRETARIAT CONSTRUCTION DEPTT.

Dev. 246-I
22.1.32
2737
27 JAN 1932
ASSISTANT SECRETARY TO GOVERNMENT
REVENUE DEPARTMENT

No 246/32-1
26-1-32.

~~To the Secretary in reply to a letter of Rev. Dept~~

The papers referred to by HM at p 3 ante are not traceable in Rev., p 4 ante P.W.D. & Rev. depts. [illegible]

now. 2. In other cases of assignments of land on the Nilgiri Upper Plateau a clause was being inserted excluding from the grant the streams which run through the land with a suitable margin from the grant & as it originally stood of conditions 8 at p 4 of G.O. 1265 Rev. dt. 13.6.1928 at p 7 of G.O. 1167 Rev. dt. 31.5.28. (P) (Z) and condition (8) on p 44 of P.O 381 Rev dt 22.2.29. (L) In G.O. No. 465 Rev. dt. 6.3.1929 the margin was fixed at 50 yards in respect of major streams & 25 yards in respect of minor streams. It was then brought to the Wh 1-16 of (S) notice of the Govt that this condition was (S) impracticable & in G.O. No. 2478 Rev. dt. 28-11-29. the clause was revised deleting the refce to margins but reserving the rights of Govt in existing streams. A similar clause has also been inserted in this case. See condition 13 at p 5 of the draft order. No further condition seems necessary. For orders whether the draft order may issue.

I have suggested in pencil an addition to condition 13 of the draft order.

29/1/32

30/1/32

1.2.32 S.

6

23

V Draw the benefit of a clause in general terms such as that proposed by H.S. — para 4 of the draft.

2. The matter was fully discussed in C.S. As far as within my knowledge that in Ceylon a provision is made — i.e. in assignments of leases for rubber cultivation — for a belt of jungle to be kept on each side of streams. Now tea & coffee planters have a greater object in binding the soil than rubber.

Yes M.I.C.

C.S.

Please ask the Ceylon Govt. for copies of their usual forms of grants of land for such plantations — Cor. 2.2.32.

all
2.2.32.

Draft
[illegible]
[illegible]

To W.S.

A draft letter is submitted for approval.

[illegible]
4
2.2.32
S.

Dec
3.2.32

[illegible]
3.2.32

Issued as Dis No. 3320 of 4.2.32 — P.C.C.

2 C.S.I.

From the Chief Secretary, Colombo.

p.7 CF — No. A 3.2/32 Dt 15.3.32

T.O.W.S

Please see the letter from the Chief Secretary, Colombo at p.7 CF.

Dft p.8-13 CF — The form sent with the letter does not contain any condition regarding

p.3 RF — the protection of water sources. For orders as to the issue of the draft below.

19.3.32

17332

18.3.32

May issue.

Cwc 21.3.32

C3. The particulars point we had under consideration are mentioned in the letter to Ceylon Waters, which may be one of the points in respect of which they

p.6 CF — have written the present letter. Please ascertain from them whether they are considering any amendment of the form for this purpose and to what form the amendment is likely to take; it should be mentioned that we have under consideration the amendment of forms

Draft WT 21.3.32 — fixed in this respect only.

21.3.32

8

25

To W.S.

A draft letter is submitted for approval.

S.

Issued as hr No 3320 F 31.5 Dt 23.3.32 hb 4-15 Cf

from the chief Secretary, Colombo . . p 4 Cf

No A. 33/32 Dt 27.4.32

To W.S.

Please see the letter from the chief Secy. Colombo, at p 16 Cf. Condition 13 of the draft order provides for the protection of streams. p 5 of the draft

For orders as to the issue of the draft below.

S

30.4.32

ordinary

15

(S.) Contains the directions usually issued regarding the reservation of hill and jungle (to yield and/or maintain uninterrupted flow of perennial streams) on each margin of perennial streams in the Uva Province.

Cve 3.5.32

(1) The Ceylon Tea Planters' Association

to whom have the case been referred in this

their letter

2/26

(2) The conditions in the draft S.O require careful examination & scrutiny & perhaps examination by the Est. Dept unless they are in a form approved by him.

(3) Condition (14) may be wrong too far as Mr Morris has probably made many roads and paths since he first occupied the estate. Would it be safer to exclude roads & paths mentioned in the original forest roll — possibly some other public road may have been made since the forest was viewed: or this point it may be necessary to get a report from the Clerk of the Peace a list of roads, paths & rights of way to be excluded.

(4) Condition (15) is presumably meant to cover the boundary of the estate and all roads & paths, including private ones, in the estate: if so the wording may be altered so as to make this clear.

5

36

all

3 of 3 L

I. O. W. S.

Para 1 of H.M.'s notes at p 8 ante:

A draft letter of acknowledgment to

the ceylon Govt is submitted for approval.

Para 2 of HM's note ab q ante.

The wording of the conditions in the draft G.O. follows in the main the wording of the order of assignment of land in the Anamalai Hills for the cultivation of plantation products approved in G.O. No 1265 Rev. of 13.6.1928. It does not appear that the Govt Solicitor was consulted as regards the form of the order. It may be observed in this connection that the conditions of assignment have already been accepted by the assignee - Mr Morris; & an order was issued sanctioning the assignment. The order was provisional in respect of area. In other words, the conditions of the grant are final except with regard to the area. Any material modifications in the conditions would require the previous consent of the assignee. In the circumstances, it is submitted for orders, whether the Govt Solicitor may should now be consulted.

Issue
HS. (letter taken out for issue)

(X)

(B)
* See p 53 of G.O. 1388 Rev 27-6-28
& p 5 of G.O. 1644 Rev 1-8-31 (G)
× (G)
para 2 at p 23 of (G)

This is so
HS.

Unnecessary, I think.
HS

Para 3 of HM's note ab q ante.

Condition 14 of the grant runs as follows:-

"The existing paths & roads shall be excluded from the grant."

H.M. C.S. has observed that this condition may be going too far as Mr Morris has -

b q ante

probably made many roads & paths since he first occupied the estate & has asked whether it would be sufficient to exclude roads & paths mentioned in the original forest notification. As pointed above, this condition has been accepted by the assignee. Please see Condition 4c of the provisional order in G.O. No. 1644 Rev. Dt. 1.8.31 & Condition 12c of the draft order which is intended to confirm the provisional order. It is respectfully submitted that the fact that Mr Morris would have made many roads since he first occupied the estate (about 1906) does not deprive him of any right to the roads. The condition only excludes from the grant the existing paths & roads. The theriy stands to gain as he need pay assessment only on the area included in the grant. Cf. condition 3 of the draft order. Further, in the recent Survey of the estate, those paths & roads would have been excluded from the grant. Please see M at pp 4 of G.O. 1644 Rev. Dt. 1.8.31.

Doddasampagai reserved forest, of which the Honnametti Estate is a part, was constituted in 1891. The notification constituting the reserve will be found at pp 38-43 of G.O. Nos 1215, 1215 A. Rev

p. 22 of (C)

" & See Pdraffs 23-25 of (B)

This may be ascertained from A Engl. Govt. pub. of this & the last portion of para (3) of Hyd. C.33 note (C) 1931-32

At pp 36 of G.O. 1001 Dev 8-7-31 (A)

(C) Obtained from mr. Rao in the evening of 9/5

~~12~~ 29

d. 19.12.1891. As only a portion of this RF was disreserved for purposes of assignment to Mr. Morris, it is not possible to say from the G.O. itself as to what were the roads & paths that existed in this part of the RF. which has been disreserved. In the circumstances it is for orders whether the Collr. should be asked to furnish a list of roads & paths to be excluded from the grant, ~~or whether the Condition may be allowed to stand as it is~~.

(C)

Para 4 of HM's note at para ante.

Condition 15 which was inserted at the instance of the C.C.F. was amplified by HM. when the provisional order of assignment was issued. It has further been amplified with refce to HM's orders in para 4 at p ante. Please see the pencil additions to the Condition. For orders whether this will do.

(Cr)

A on p 10 of Cr. 1644 Rev 1-8-31

p 22 of (Cr)

Two drafts for approval

W.S. 31.12.31

S.

80/13

On the whole I think it unnecessary to depart from the wording of the draft as it stands. It is the case that the order on (G) is final except as to the area. And the town's has varied no objections to the terms of that order. The draft order may issue.

13

Circ. 14.5.32

WP 15/5.

C3 attd 14.5.32

Issued

WP 17/5

Sectt. II-5 (b)—15,006—5-11-29.

Revenue DEPARTMENT.

	Date	Initials.
When received for Fair-copying.	16-5	
When copied ..	18/5.	
When examined ..		
When signed ..		
When despatched ..		

READ AGAIN G.O. No. 1644 Rev., dated 1--8--1931. (G) 19

" " " " " " 19

READ ALSO:—

C. No. 3320 F/31 From the Board of Rev., L.R.&S., Endt. No. B. 6378-31, dated 23--11-- 1931.

" " To the --do-- O.M. 3320 F/31-1, 28--11--1931.

" " From the --do-- Endt. B. 6594-31, 12--12--1931.

ORDER.

Ms.

No. 1046, dated 16. 5. 1932

The Government sanction the grant of 309.41 acres of land in Porsikavundanpalaiyam village, Kollegal taluk, Coimbatore district, to Mr. R. C. Morris for the cultivation of plantation products subject to the following conditions:-

(1) The land shall be used only for the cultivation of coffee, tea, cocoa, cinchona, cardamoms, pepper, rubber or any other product that the Government may by special orders recognize as a plantat

product or for the erection of any buildings or constructing any roads thereon, which may be necessary for effecting and supervising such cultivation and preparing the produce for market.

(2) The grantee shall keep the boundaries clear of forest growth and maintain the survey marks in accordance with the provisions of the Madras Survey and Boundaries Act.

(3) Except on the area occupied by public roads or branch roads declared as public, the grantee shall pay assessment at the rate of Rs.3-0-0 (Rupees three) an acre on lands ~~developed by the cultivation of plantation products or the erection of buildings.~~ (which have been planted with one or more of the crops mentioned above or on which buildings have been erected.) The rates of assessment will be subject to revision at re-settlement.

(4) The grantee shall pay all general taxes and local rates payable by law or custom.

(5) The existing and customary rights of the Government and the public in

existing roads and paths in the land are in no way affected by the grant.

(6) The Government reserve to themselves their right to a share in mines and quarries subjacent to the land. They also reserve to themselves or to persons authorised by them the powers necessary for the proper working of the minerals such as the full and free liberty and right of ingress, egress and regress etc. as detailed in Part II of the model form of mining lease in ~~Appendix~~ Appendix IX, Chapter VIII of the Madras Mining Manual subject to the payment or rendering of compensation to the surface owner for all damages that he may sustain by the exercise of such rights;

p 19 (6)

(7) The Government reserve to themselves the right to all sandal trees and their branches and roots which exist at the time of assignment as well as those which may grow subsequently on the lands assigned and the Government shall be at

p 20 (6)

liberty to cut or dig out any such trees or their roots and branches and remove them from the land in question and dispose of them at their pleasure. The grantee shall not be entitled to cut or remove sandal trees or cause them to be cut or removed without the permission of the Collector of Coimbatore.

(8) The grantee shall take all reasonable measures to the satisfaction of the Collector for the protection of the sandal trees from theft or damage and for the careful protection of the immature sandal trees growing on the land.

para 6

(9) The grantee shall take steps to see that the marks made by the officers of the Government on the sandal trees are preserved and are not tampered with.

(10) In the event of the infringement of or failure to observe any of the conditions 7, 8 and 9, the grantee shall pay to the Government such compensation as is determined by the Collector for any loss or damage caused by such infringement

para 2 & 7 (6)

or failure on his part, and, further, the Government shall be at liberty to cancel the grant and re-enter on the land and the whole land shall thereupon vest absolutely in the Government. In that case the grantee shall not be entitled to any compensation whatever.

(11) The grantee shall not alienate the land without the sanction of the Government to a person other than a British subject or the subject of an Indian State.

(12) The grantee shall not export or sell the trees or timber which grow on the land.

(13) The streams which run through the land shall be excluded from the grant but the grantee shall be permitted to use the water from the streams for irrigating nurseries, supply of drinking water, coffee-pulping and all factory purposes other than the generation of power for which a separate licence shou be obtained. The grantee shall be responsible for seeing that the streams are not otherwise interfered with.

(14) The existing paths and roads shall be excluded from the grant.

(15) The right of passing through the roads in and along the boundary of the assigned land is reserved to Govt. officials on duty.

(16) In the event of the violation of any of the conditions of the grant other than conditions 7-9 the Government shall be at liberty to resume and re-enter on any part of the land in the name of the whole and the whole land shall thereupon vest absolutely in the Government. In the event of such resumption and re-entry, the grantee shall not be entitled to any compensation whatsoever.

To the Board of Revenue, L.R. & S.
" Dev. Dept.
" Collr. of Coimbatore.